

**ACCEPTANCE OF PROPOSAL**  
(NEGOTIATED CONTRACT)

CONTRACT NO.

PAGE  
NO.NUMBER  
OF PAGES  
OF AC-  
CEPTANCE

1

DATE OF ACCEPTANCE

REQUEST NO.

TO (Contractor and Address)

ISSUED BY

INVOICE FOR PAYMENT SHOULD BE MAILED TO

Your proposal on the above numbered request for proposals is hereby accepted as to the items enumerated below with the additions or changes made by you, which additions or changes are set forth in full below.

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (Number of Units)	UNIT	UNIT PRICE	AMOUNT
TOTAL					

This Acceptance consummates the contract which consists of the following documents, including any Continuation Sheets thereto: (a) the Government's Request for Proposals and your Proposal, (b) the Schedule, (c) the General Provisions, and (d) the Government's Acceptance. No further contractual document is necessary.

This Contract is negotiated pursuant to Statutory Authority, and any required determinations and findings have been made.

UNITED STATES OF AMERICA

BY

CONTRACTING OFFICER

**REQUEST FOR PROPOSALS AND PROPOSAL  
(NEGOTIATED CONTRACT)**

REQUISITION NO. OR PURCHASE AUTHORITY

ISSUED BY

ADDRESS

**REQUEST FOR PROPOSALS**

DATE ISSUED

REQUEST NO.

WRITTEN PROPOSALS IN TRIPPLICATE, SUBJECT TO THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSALS, ITS SCHEDULE, AND THE ATTACHED GENERAL PROVISIONS, WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL THE CLOSE OF BUSINESS \_\_\_\_\_ (date), FOR FURNISHING THE SUPPLIES OR SERVICES OR SERVICES SET FORTH IN THE ACCOMPANYING SCHEDULE.

GENERAL INFORMATION AND INSTRUCTIONS RELATIVE TO PROPOSALS ARE CONTAINED IN THE TERMS AND CONDITIONS ON THE REVERSE HEREOF.

**PROPOSAL****DATE**

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL BE ACCEPTED WITHIN \_\_\_\_\_ CALENDAR DAYS ( \_\_\_\_\_ calendar days unless a different period be inserted by the Offeror) AFTER THE LAST DATE FOR RECEIPT OF PROPOSALS AS INDICATED IN THE REQUEST FOR PROPOSALS, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT(s) AND WITHIN THE TIME SPECIFIED IN THE SCHEDULE OF THE REQUEST FOR PROPOSALS.

**OFFEROR REPRESENTS (Check appropriate boxes)**

(1) (a) That it  is,  is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definition and related procedures), (b) that it  has,  has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder  will,  will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer;

(2) That it is a  regular dealer in,  manufacturer of, the supplies offered;

(3) (a) That it  has,  has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and (b) that it  has,  has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating thereto as requested by the contracting officer. (Note: For interpretation of the representation, including the term "bona fide employee" see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5 (d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253);

(4) That it operates as  individual,  partnership,  corporation, incorporated in the state of \_\_\_\_\_ .

FULL NAME OF OFFEROR (Type or Print)

TELEPHONE NO.

BUSINESS ADDRESS OF OFFEROR (Street, city, zone, and State)  
(Type or print)SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS  
PROPOSAL (Type or print name and title, under signature)

1. ACCEPTANCE.--(a) The Government may accept any item or group of items of any proposal unless qualified by specific limitation of the offeror.

(b) Unless otherwise provided in the schedule, proposals may be submitted for any quantities less than those specified; and the Government reserves the right to make an award on any item for a quantity less than the quantity proposed at the unit price offered unless the offeror specifies otherwise in its proposal.

(c) Negotiations with any or all offerors may be required after receipt of proposals. Such further negotiations shall not be deemed to be a resection or a counter-offer on the part of the Government. Notwithstanding such further negotiations, the Government may accept the offeror's proposal within the time specified in the proposal unless the proposal is withdrawn in writing prior to acceptance.

(d) It is contemplated that a contract will be awarded to that responsible offeror whose proposal will be most advantageous to the Government, price and other factors considered. The right is reserved to accept other than the lowest proposal and to reject any or all proposals.

(e) An Acceptance of Proposal mailed (or otherwise furnished) to the successful offeror within the time for acceptance and upon the terms specified in the proposal results in a binding contract, without further action by either party.

(f) Any cost or financial analysis data submitted with any proposal hereunder or any representation concerning facilities or financing shall not form a part of any resulting contract.

2. LABOR INFORMATION.--Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this Request for Proposals. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety, and health provisions, etc., may be obtained from the Wage and Hour and Public Contracts Divisions, Department of Labor, Washington 25, D. C. Requests for information should state the request number, the issuing agency, and the supplies covered.

3. NONDISCRIMINATION IN EMPLOYMENT.--Any contract resulting from this Request For Proposals will contain a "Nondiscrimination in Employment" Article.

4. DISCOUNTS.--(a) Prompt payment discounts will be included in the evaluation of proposals, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business under the delivery, inspection, and payment provisions of the Request and Proposal.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the contractor) is

received in the office specified by the Government if the latter date is later than the date of delivery.

5. PRICES.--Unit price for each unit quoted on shall be shown and such unit price shall include packing unless otherwise specified.

6. DELIVERY TIME.--When not otherwise specified, offeror must definitely state time of proposed delivery.

7. COMPUTATION OF TIME.--Time, if stated as

number of days, will include Sundays and holidays.

8. SAMPLES.--Samples of items, when required, must be submitted within the time specified and at no expense to the Government; if not destroyed by testing they will be returned at offeror's request and expense, unless otherwise specified in the Schedule.

9. GOVERNMENT-FURNISHED PROPERTY.--No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

10. AGENTS.--Proposals signed by an Agent must be made in the name of the Principal and must be accompanied by evidence of his authority.

11. PROPOSALS.--(a) Data. Each offeror shall furnish the information required by the Request for Proposals form. The offeror should print or type his name on the Schedule and each Continuation Sheet thereof upon which he makes an entry.

(b) Corrections. Erasures or other changes in Proposals made by offeror must be explained or otherwise noted over signature of offeror.

(c) Late Proposals. The Government reserves the right to consider proposals or modifications thereof received after the date indicated for such purpose, but before award is made, should such action be in the interest of the Government.

(d) Mistake. In case of mistake in extension of price, the unit price will govern.

(e) Addressing. Proposals and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, with the name and address of the offeror and the request number on the face of the envelope.

12. NO PROPOSAL.--In the event no proposal is to be submitted, DO NOT return the Request for Proposals, together with drawings and specifications, unless otherwise specified. However, a letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this Request for Proposals are desired.

13. SELLER'S INVOICES.--Invoices shall be prepared and submitted in quadruplicate unless otherwise specified, and shall contain the following information: Contract Number, Order Number (if any), and Item Number, contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of Lading Number and weight of shipment will be shown for shipments on Government Bills of Lading. The contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of the company or corporation, the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

**SCHEDULE**  
**(SUPPLY CONTRACT)**

PAGE NO.	NUMBER OF PAGES OF SCHEDULE
1	

The supplies or services to be furnished, the specifications, the discounts, the time and place of delivery, and any other special terms and conditions applicable to the Contract, Invitation for Bids, or Request for Proposals (as applicable) are set forth below.

REQUISITION NO. OR OTHER PURCHASE AUTHORITY	CONTRACT/TASK ORDER/INVITATION/REQUEST NO. (as applicable)
SHIP TO (consignee and destination)	MAIL INVOICES TO

**PERFORMANCE PERIOD/DELIVERY SCHEDULE**

DELIVERY F.O.B.	INSPECTION
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FOLLOWING DISCOUNTS WILL BE ALLOWED BY CONTRACTOR, BIDDER OR OFFEROR FOR PROMPT PAYMENT

**NAME OF CONTRACTOR, BIDDER OR OFFEROR**

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## GENERAL SCHEDULE PROVISIONS

- Section 1. Standard Price: The price for any standard commercial equipment hereunder is not in excess of that charged by the Contractor to the public or other Government Activities for like quantities of similar equipment.
- Section 2. Inspection: Unless specified otherwise in this contractual document, inspection during the course of the performance of the work hereunder may be made by technical representative(s) of the Contracting Officer. In any event, final inspection and acceptance shall be at consignee destination.
- Section 3a. Delivery F.O.B.: Unless specified otherwise in the contractual document, the Item(s) hereunder is (are) f.o.b. the Contractor's plant. It is understood that the Contractor shall ship the said Item(s) prepaid to the consignee, risk of loss or damage in transit remaining with the Contractor to the point of destination. The Government shall reimburse the Contractor for such transportation costs when billed as a separate item supported by a copy of the prepaid shipping document. The Contractor shall make every effort to meet the specified delivery schedule(s).
- Section 3b. Late Delivery: In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the Contract delivery schedule or date, he shall immediately notify the Contracting Officer in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date for any rights or remedies provided by law or under this Contract.
- Section 3c. Personal Delivery: In the event any item under this Contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt in duplicate must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery to other than the designated consignee.
- Section 4a. Packing and Packaging: Unless otherwise specified in this contractual document, packing and packaging shall be in accordance with standard commercial practice for domestic shipment, as set forth in the Uniform Freight Classification for commercial practice, to assure arrival at destination in serviceable condition. The exterior of the container(s) shall bear the consignee address. In the event the Shipment Indicator is set forth under

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the item(s) being procured, then such Shipment Indicator, shown usually as (65-\_\_\_\_\_, Item \_\_\_\_\_) shall also be included in the consignee address.

- Section 4b. Markings: No markings shall be applied on any interior packing material or container(s) or exterior of such container(s) that would identify the sponsor. Further, no markings shall be applied on any interior packing material or container that would identify the consignee.
- Section 5. Manuals for Production-Type Items: The Contractor shall furnish with each production-type item and each standard commercial type item deliverable hereunder, a manual or other data necessary for the user to satisfactorily inspect, operate and maintain the equipment.
- Section 6. Non-Publicity: It is a specific condition of the agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer.

SAMPLE

make reference therein to the surnames of any individuals of this organization, other than the undersigned. "Secrecy Agreements" should be signed by any individual in your company who will have knowledge of this activity's interest in this request; also enclosed are instructions entitled "Security Requirements for Contractors" for your review and compliance.

If it is desired to proceed with this contemplated program with your company, the authorization will be effected by the issuance of the appropriate type of Government contract.

At the time of submitting the requested proposal, please return this letter, together with all enclosures, to the undersigned at the address stipulated above. If you do not elect to submit a proposal, this letter and all correspondence should be returned.

Very truly yours,

Contracting Officer

Enclosures:

SAMPLE